



**ADDENDUM NO. 1**

December 26, 2012

**TO:** All Prospective Bidders

**SUBJECT: BID NO.:** 9360-1/23

**TITLE:** Hauling and Disposal of Emergency Debris

**BID OPENING DATE:** Wednesday, January 2, 2013, 2:00 PM

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

Bid opening has been changed to Wednesday, January 9, 2013, 2:00 PM.

Remove page 16 from the bid solicitation and insert page 16A.

**All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.**

Miami-Dade County

*Herman Ramsey*  
Herman Ramsey  
Procurement Contracting Officer

cc: Clerk of the Board  
File

**SECTION 2 SPECIAL CONDITIONS**  
**Hauling and Disposal of Emergency Debris**

**2.16 ACTIVATION / METHOD OF REMOVAL****2.16.1 ACTIVATION OF CONTRACT**

Immediately following a disaster, the County's user department(s) may issue a purchase order to the designated Bidder(s) as a Notice to Proceed (NTP) for the hauling and disposal of debris on an "as-needed/where-needed" basis, and identify the staging areas per Section 3, Paragraph 3.2.1. The Project Manager reserves the right to activate or de-active staging areas as needed at the County's sole discretion.

The County shall retain the option to activate whatever staging areas it deems appropriate, consistent with the disaster, and to assign the work in accordance with the provisions of this Invitation to Bid. Bidder(s) must begin work within 24 hours of initial notification.

**2.16.2 METHOD OF REMOVAL**

The Bidder(s) is cautioned that debris will only be removed from staging areas (See Section 3, Paragraph 3.2.1) designated by the County. The Bidder(s) is solely responsible for the hauling and disposal of debris stored at the staging areas.

All vehicles utilized in the hauling and disposal of debris to the fully permitted disposal facility(ies) must be equipped with adequate means of containing the load while transporting the debris from the staging area

**2.17 PURCHASE OF OTHER SERVICES**

While the County has listed all major services within the scope of the solicitation which are utilized by County department(s) in conjunction with its operations, there may be additional like services that must be added to the contract after award. Under these circumstances, a County representative will contact the bidder(s) and obtain a price quote for the additional like services. The county reserves the right to award these additional services to the contractor under this contract, or another commercial source, based on the lowest price quoted. If the bidder under this contract offers the lowest quotes, the award will be confirmed as an addendum to the contract award sheet and/or separate release or purchase order between the contractor and the County.

**2.18 NO MEASURES**

9360-1/23  
Hauling and Disposal of Emergency Debris  
Pre-Bid Conference  
December 21, 2012, 1:00 PM Conference Room 18-3

[illegible]



**BID NO.: 9360-1/23**

**OPENING: 2:00 P.M.  
WEDNESDAY  
JANUARY 2, 2013**

**MIAMI-DADE COUNTY, FLORIDA**

**I N V I T A T I O N  
T O B I D**

**TITLE:**

**HAULING AND DISPOSAL OF EMERGENCY DEBRIS**

**FOR INFORMATION CONTACT:**

**Herman Ramsey, [hramsey@miamidade.gov](mailto:hramsey@miamidade.gov)**

**IMPORTANT NOTICE TO BIDDERS:**

- **READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).**
- **FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

**MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT SERVICES DIVISION**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: 9360-1/23**

**Bid Title: Hauling and Disposal of Emergency Debris**

**Procurement Officer: Herman Ramsey**

**Bids will be accepted until 2:00 p.m. on Wednesday, January 2, 2013**

**Bids will be publicly opened.** The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

**Instructions:** The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

**NOTICE TO ALL BIDDERS:**

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.**

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**Hauling and Disposal of Emergency Debris**

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable general terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/general-terms-and-conditions-itb.pdf>

**SECTION 2 SPECIAL CONDITIONS**  
**Hauling and Disposal of Emergency Debris**

**2.1 PURPOSE:**

The purpose of this solicitation is to pre-qualify bidders for the hauling and disposing of a minimum of 5,000 cubic yards per day of emergency debris, resulting from any events that the County Mayor or his/her designee declares an emergency. The debris will be removed from the designated staging areas to a fully permitted disposal facility(ies) selected by the bidder(s) that is not owned by Miami-Dade. The debris is generated as a result of damages caused by disasters occurring in Miami-Dade County, natural or otherwise. All bidders which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by County departments in order to obtain price quotations for the hauling and disposing of emergency debris.

**DEFINITIONS**

**PWWM:** Miami-Dade County Public Works and Waste Management Department

**Emergency Debris:** Shall include, but is not limited to, the following:

- a) Trees and vegetation (including detached stumps)
- b) Burnables – miscellaneous lumber, paper, furniture, etc.
- c) Construction and demolition debris – miscellaneous concrete items, metal plaster, glass etc.
- d) White Goods – stoves, refrigerators, washers, dryers, water heaters, etc.
- e) Tires
- f) Mulch
- g) Ash from incineration of hurricane debris

Emergency debris may, because of the nature of the disaster, contain minimal amounts of hazardous waste.

**Hazardous Waste:** Means any waste, product, substance, or combination or breakdown product thereof which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may, when improperly transported, disposed of stored, treated or otherwise managed, cause, or significantly contribute to, an increase in mortality, or an increase in serious irreversible or incapacitating reversible illness, or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste also means any item that has the potential to be physically hazardous, that is to say, the potential to cause serious injury to persons or property, such as flammables, explosives compressed gas cylinders, etc.

**SECTION 2 SPECIAL CONDITIONS**  
**Hauling and Disposal of Emergency Debris**

- Staging Areas:** Areas that are designated by the County to temporarily store debris that will be transferred to a fully permitted disposal facility not owned by Miami-Dade County.
- Invitation to Quote:** (ITQ) An invitation that will be extended to all pre-qualified bidders to submit quotes for hauling and disposal of emergency debris on an "as-needed/where-needed basis." The ITQ is the basis for the issuance of Purchase Orders.
- Preliminary Damage Assessment (PDA):** An initial assessment by County personnel of the overall disaster area in order to determine the magnitude of Emergency Debris removal efforts, the location and approximate volume of debris to be removed, and whether or not the Emergency Debris removal effort exceeds local capabilities and will, therefore, require assistance of outside agencies. A PDA will be performed within seventy-two (72) hours following a disaster.
- Hauling Ticket:** A pre-numbered voucher document issued at the staging areas by the staging area inspector for each load of emergency debris removed for disposal. This document records, without limitation, the Bidders' information, cubic yards, date, time of day, and County-issued vehicle number for each load of emergency debris.
- Permitted Disposal Facility** A disposal facility authorized by the Environmental Protection Agency (EPA) or delegated state or local authority to accepted solid waste.
- Project Manager:** Any person designated by the PWWM to examine and inspect Bidder equipment and otherwise ensures compliance by the Bidder.
- Work:** Removal of emergency debris from staging areas to a fully permitted disposal facility(ies) not owned by Miami-Dade County.

**2.2 PRE BID CONFERENCES (RECOMMENDED):**

A pre-bid conference will be held on Friday, December 21, 2012, 1:00 P.M. at Stephen P. Clark Center, 111 NW 1<sup>st</sup> Street, 18 floor Conference Room 18-3, Miami, Florida 33128 to discuss the special conditions and specifications included within this solicitation. It is recommended that a representative of the firm attend this conference as the "Cone of Silence" will be lifted during the course of the conference and informal communication can take place.



**SECTION 2 SPECIAL CONDITIONS**  
**Hauling and Disposal of Emergency Debris**

Bidders are requested to bring this solicitation document to the conference, as additional copies may not be available. Bidders are encouraged to take the Metrorail to the downtown Government Center because parking is limited and expensive.

"Multiple members of individual community councils may be present."

**2.3 TERM OF CONTRACT**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter, which is distributed by the Miami-Dade County Internal Services Department, Procurement Management Services Division - contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years. This contract will expire on the last day of the five (5) year period.

**2.4 OPTION TO RENEW**

The initial contract resultant from this solicitation shall prevail for five (5) years from the contract's initial effective date. Prior to, or upon completion of that initial term, the County shall have the option to renew this contract for an additional one, five (5) year period. The contractor shall maintain, for the entirety of the stated additional period, the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative and not the right of the contractor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County. Upon renewal, the contractor shall provide an updated equipment list and a current general hauler permit to the County.

**2.5 METHOD OF AWARD**

Award will be made to all responsive and responsible bidders who meet the minimum qualifications set forth in this solicitation. These qualifications are as follows:

- A. Show acceptable proof of having been engaged in business anywhere in the United States within any one of the below activities for a minimum period of one (1) year.

**ACTIVITIES:**

- Bulk hauling of debris, or fill
- Construction involving land clearing
- Demolition
- Trash and garbage hauling

Acceptable proof of having been in business would be:

- Copy of previous year's Local Business Tax Receipt (Formerly Occupational License) or occupational license certificate from the City or County where business is located, or
- Copy of previous year's tax returns

**SECTION 2 SPECIAL CONDITIONS**  
**Hauling and Disposal of Emergency Debris**

- B. Bidder(s) must provide a list of equipment with their bid submittal form as required by the County. The equipment list must have the make, model, year, and estimated cubic yard capacity that each piece of equipment is capable of hauling. Bidder(s) must have appropriate equipment capacity to haul and dispose a minimum of 5,000 cubic yards of emergency debris per day for the duration of the contract.
- C. Bidder(s) must possess a General Hauler Permit pursuant to Section 15.17 of the Miami-Dade County Code. The Bidder must also have sufficient equipment to haul and dispose at least 5,000 cubic yard of debris a day, at the time of qualification. When the contract is activated in an emergency, all vehicles used must comply with Section 15.17 of the Miami-Dade County Code. A copy of the permit must be provided with the bid submittal.
- D. Bidder(s) must provide a list of at least three (3) commercial or government accounts for which it has provided services in any of the activities shown in 2.5 (A).
- E. Bidder(s) must submit with their bid submittal form signed letters of commitment from permitted disposal facilities not owned by Miami-Dade County in which the facilities commits to the bidder to accept up to 485,000 cubic yards of debris within a period of three months (90 days) after an emergency event has been declared. The letter must include the following:
- Full address of the disposal facilities
  - Disposal facilities permit number
  - Entities issuing the permit
  - Capacity available at the facilities

It shall be the sole prerogative of the County as to the number of bidders who will be included under this contract. During the term of this contract, the County reserves the right to add or delete bidders, as it deems necessary in its best interest. If the County elects to add bidders, they must meet the same minimum qualifications established for the original competition.

Submittal packages shall contain the following:

1. Proof of establishment of business for a minimum of one year
2. Proof of equipment ownership/long term lease that shows the capacity to haul and dispose a minimum of 5,000 cubic yards a day
3. Copy of General Hauler Permit issued by Miami-Dade County
4. Three commercial or government references
5. Completed Section 4: Bid Submittal Form
6. Required Affidavits ( Appendix)
7. Signed letter of commitment from permitted disposal facilities not owned by Miami-Dade County.

Failure to provide the required information shall result in the bid submittal not being considered for award.

**SECTION 2 SPECIAL CONDITIONS**  
**Hauling and Disposal of Emergency Debris**

After all the requirements have been submitted and approved, then shall the bidder be deemed to be pre-qualified to participate in subsequent spot market purchase via an Invitation to Quote (ITQ) as required by the County on either an as-needed. The award to one or more bidders does not preclude the remaining pre-qualified bidders from submitting spot market offers for other specific purchases.

**2.6 PRICES SHALL BE FIXED AND FIRM FOR TERM OF THE EVENT**

If the bidder is awarded a contract under this solicitation, the prices proposed by the bidder shall remain fixed and firm until the work has been fully completed. The Bidder's quoted price shall be inclusive of all costs, charges, and fees involved in the hauling and disposing a minimum of 5,000 cubic yards per day of emergency debris from staging areas to a fully permitted disposal facilities not owned by Miami-Dade County. Additional charges of any kind added to the invoice submitted by the Contractor(s) will be disallowed.

There shall be no breach of contract if the County obtains additional quotes from other pre-qualified bidders submitting bids if the County determines, in its sole discretion, that additional bidders are needed to complete the Scope of Work in a timely fashion in order to protect the public health and safety of the residents and provide expedient removal of storm/disaster related debris.

**2.7 METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICE RENDERED**

The County will make periodic payments for services rendered by the Bidder(s) based on the actual verified cubic yardages per load, and in accordance to the Purchase Order(s) issued by the Department. Payment will be made based on the pre-numbered vouchers (Hauling Tickets) provided by the Project Manager or his/her designee. No debris will be moved from any point to any destination without a voucher first being issued. Cubic yardage shall be documented and indicated on each pre-numbered voucher/load ticket.

Prior to commencing debris hauling and disposal operations, the Bidder(s) shall present to the Project Manager all trailers, or trucks that will be used for disposal of debris for the purpose of determining hauling capacity. The cubic yard hauling capacity will be based on the interior dimensions of the truck or trailer's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with truck certification placards. Each truck and trailer will be inspected by tower monitors to verify whether the equipment is loaded to full capacity or not. Trucks or trailers loaded with less than full capacities will be assessed by visual inspection by the tower monitors, and a "percentage full" value will be assigned.

Load verification will be provided by a County representative (tower monitor) who will verify all loads at each of the designated staging areas.

After the trucks are loaded with debris, and before departing the staging areas, bidder(s) will be presented with a pre-numbered voucher. Each voucher will require the signature of the County Project Manager or his/her designee, as well as the signature of the truck driver. Acceptance of all documentation shall be subject to verification by the County.

The following procedures are to be followed:

**SECTION 2 SPECIAL CONDITIONS**  
**Hauling and Disposal of Emergency Debris**

- 1) The County's staging areas site inspector will examine all Bidder(s) trucks leaving the staging areas and fill in the necessary information on the pre-numbered voucher which includes, but is not limited to, the following:
  - a) Staging Area
  - b) County-issued vehicle number
  - c) Purchase order number
  - d) Contractor name
  - e) Date
  - f) Time departed
  - g) Percent of capacity filled
  - h) Driver signature and name
  - i) Cubic Yard of debris loaded

Prior to exiting the staging area, an inspector will record the number from the three (3)-part pre-numbered Hauling Ticket and retains the original for the County's records. The remaining two (2) copies of the Hauling Ticket will be distributed as follows: Copy 2 shall be retained by the Bidder for his/her records. Copy 3 will be submitted to the Public Works and Waste Management Department, along with an invoice and the scalehouse transaction ticket from the permitted disposal facility where the debris was disposed. Copy 3 of the Hauling Ticket, scalehouse transaction ticket, and invoice submitted by the Bidder, will be matched against the site inspector's original copy for payment verification. The aforementioned verified documents will be the basis for payment to the Bidder(s). Hauling tickets are subject to revision to meet County or Federal Emergency Management Agency (FEMA) requirements.

In order to receive payment, it is mandatory that the purchase order number and the staging area(s) (See Section 3, Paragraph 3.2.1) be listed on each voucher. It shall be the responsibility of the Bidder(s) to verify that this information is contained on each voucher. The Bidder(s) is required to attach a copy of the hauling ticket, scalehouse transaction ticket, and invoice certifying that the debris was disposed at a fully permitted disposal facility not owned by Miami-Dade County. Failure to submit all the required documentation will result in non-payment. Any hauling ticket submitted for payment must have the name of a subcontractor identified in the Bidder's subcontractor agreement as a company working for them in order to be paid.

**2.8 CONTACT PERSONS:**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, contact Herman Ramsey at hramsey@miamidade.gov.

**2.9 COUNTY USER ACCESS PROGRAM (1.34) / INSPECTOR GENERAL FEE (1.26) ARE NOT APPLICABLE**

**2.10 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

Although this solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract.

**SECTION 2 SPECIAL CONDITIONS**  
**Hauling and Disposal of Emergency Debris**

**2.11 SUB-CONTRACTORS SHALL BE IDENTIFIED**

In accordance with Ordinance 97-104, the Bidder shall submit with its Bid Submittal Form a list identifying all subcontractors that will be used in the performance of the proposed contract. In addition, the Bidder must also submit the subcontractors' capabilities and experience, and the portion of the work to be done by the subcontractors. The competency of the Subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County, per Section 2, Paragraph 2.5(A). If any bidder fails to identify any and all subcontractors in the Bid Submittal Form, the bidder may be allowed to submit this documentation to the County during the bid evaluation period if such action is in the best interest of the County. All subcontractors must meet the same qualification criteria set forth in Section 2, Paragraph 2.5.

In the event that the Bidder intends to subcontract any part of its work under the contract to another firm not approved at the time of contract award, the Bidder shall request approval from the Internal Services Department, Procurement Management Services Division, and provide a copy of the certification for any subcontractor who will perform the work under the contract. The Bidder must receive written consent of approval from the County prior to the subcontractor(s) performing any work.

Only subcontractors identified at time of contract award or thereafter approved by the County will be allowed on County premises. The responsibility of the subcontractor shall be solely borne of the bidder.

Pursuant to Florida Statute 255.05 and Miami-Dade County Code Section 10-35, all payments to the bidder's subcontractor shall be made within ten (10) calendar days of receipt of the partial payment by the bidder. With the exception of the first partial payment, the bidder must pay all of its subcontractors who have performed any work for the project within ten (10) calendar days after receipt of the partial payment by bidder for monies due such subcontractors. The bidder must provide the County's project manager with duly executed affidavits (subcontractor's statement of satisfaction). The affidavit or releases shall certify that said subcontractors have been paid their proportionate share of all previous partial payments to the bidder. In the event such affidavits cannot be furnished, the bidder may submit an executed consent of surety to requisition payment - identifying subcontractors with the amounts for which the statement of satisfaction cannot be furnished. If the bidder fails to provide consent of surety to requisition payment, the amount in dispute will be withheld until the statement of satisfaction or the consent of surety to requisition payment is furnished.

**2.12 COMPLIANCE/REGULATIONS****2.12.1 FEDERAL FUNDING**

Since the services that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

**SECTION 2 SPECIAL CONDITIONS**  
**Hauling and Disposal of Emergency Debris**

The provision of the Federal Highway Administration (FHWA) Form 1273, Required Contract Provisions Federal-Aid Construction Contracts, applies to all work awarded pursuant to this bid. The FHWA Form 1273 is enclosed herein an Attachment A

**2.12.2 POLLUTION CONTROL**

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the bidder through Miami-Dade County's Permitting, Environment and Regulatory Affairs Department (PERA), Overtown Transit Village North, 701 NW 1<sup>st</sup> Court, Miami, Florida 33136. At the end completion of the work, all bidders shall be required to submit an affidavit attesting that all materials have been disposed at a permitted disposal facility not owned by Miami-Dade County.

**2.12.3 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All bidders performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible bidder. Barricades shall be provided by the bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**2.13 MINIMUM WAGES BASED ON THE DAVIS BACON ACT (Federal Funds Utilized)**

Since this solicitation is being processed in conjunction with federal funding, the wage rate paid to all classifications of employees of the vendor for the work under this solicitation shall not be less than the prevailing wage rates for similar classifications of work in Dade County, Florida, as established in the Federal Area Wage Decision by the United States Department of Labor. Additionally, all federal regulations and statutes adopted by the U.S. Department of Labor as a result of the Davis Bacon Act shall prevail during the term of this contract.

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

**(a) Minimum Wages.**

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon

**SECTION 2 SPECIAL CONDITIONS**  
**Hauling and Disposal of Emergency Debris**

Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

**SECTION 2 SPECIAL CONDITIONS**  
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(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**(b) Withholding of funds.**

HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

**(c) Payrolls and basic records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of



**SECTION 2 SPECIAL CONDITIONS**  
**Hauling and Disposal of Emergency Debris**

apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**SECTION 2 SPECIAL CONDITIONS**  
**Hauling and Disposal of Emergency Debris**

**(d) Apprentices**

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for

**SECTION 2 SPECIAL CONDITIONS**  
**Hauling and Disposal of Emergency Debris**

apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**(e) Compliance with Copeland Act requirements**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

**(f) Contract termination; debarment**

A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

**(g) Compliance with Davis-Bacon and related Act requirements**

All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**(h) Disputes concerning labor standards**

Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

**(i) Certification of eligibility**

- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

**SECTION 2 SPECIAL CONDITIONS**  
**Hauling and Disposal of Emergency Debris**

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**(j) Contract Work Hours and Safety Standards Act**

As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

**(k) Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

**SECTION 2 SPECIAL CONDITIONS**  
**Hauling and Disposal of Emergency Debris**

**2.14 NOTIFICATION AND COMPLETION OF WORK**

The bidder shall neither commence any work nor enter a County work premise until a purchase order directing them to proceed with various items of work has been received from an authorized County representative. All work assignments during the contract period will be on an "as needed/when needed" basis, complying with notification requirements. Bidder(s) shall assume no guarantees as to the number or frequency of work assignment or the amount of payments under the terms of this contract. The County's authorized representative shall generate and issue a purchase order for each project to be performed under this Contract. The purchase order shall include the description and scope of work to be completed. For purposes of identification and payment, the purchase order shall be numbered and dated.

The County expects the contractor to dispose a minimum of 5,000 cubic yards per day (See Section 2, Paragraph 2.14.1). The work will be assigned through the use of purchase orders.

Bidder(s) must cover debris contained in all trucks and/or trailers being hauled and disposed at a permitted disposal facilities not owned by Miami-Dade County prior to leaving the staging areas.

Should the Bidder(s) fail to complete the work in accordance with the performance requirements, it is hereby agreed and understood that the County reserves the authority to cancel the purchase order(s), and utilize the services of other bidder(s) in order to complete the work. If the County exercises this authority, the County shall be responsible for paying the Bidder for work that was completed and found acceptable to the County in accordance with the Bid Specifications. Bidder(s) terminated may be found in default will not be given additional work during the remainder of the event.

**2.14.1 PERFORMANCE REQUIREMENTS**

Bidder(s) have the sole responsibility for hauling and disposal of debris in accordance with the Special Conditions and the Technical Specifications specified in the bid, and must possess the ability and capability to remove the debris from the staging areas (See Paragraph 3.2.1).

Upon receipt of a purchase order, Bidder(s) shall commence the work within the time specified in the contract and continue such work in an expeditious manner to a conclusion acceptable to the Project Manager, provided however, that disposal of a minimum of 5,000 cubic yards of debris per day is required.

**2.15 WORK ACCEPTANCE**

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work and appropriate invoicing.

**SECTION 2 SPECIAL CONDITIONS**  
**Hauling and Disposal of Emergency Debris**

**2.16 ACTIVATION / METHOD OF REMOVAL****2.16.1 ACTIVATION OF CONTRACT**

Immediately following a disaster, the County's user department(s) may issue a purchase order to the designated Bidder(s) as a Notice to Proceed (NTP) for the hauling and disposal of debris on an "as-needed/where-needed" basis, and identify the staging areas per Section 3, Paragraph 3.2.1. The Project Manager reserves the right to activate or de-active staging areas as needed at the County's sole discretion.

The County shall retain the option to activate whatever staging areas it deems appropriate, consistent with the disaster, and to assign the work in accordance with the provisions of this Invitation to Bid. Bidder(s) must begin work within 24 hours of initial notification.

**2.16.2 METHOD OF REMOVAL**

The Bidder(s) is cautioned that debris will only be removed from staging areas (See Section 3, Paragraph 3.2.1) designated by the County. The Bidder(s) is solely responsible for the hauling and disposal of debris stored at the staging areas.

All vehicles utilized in the hauling and disposal of debris to the fully permitted disposal facility(ies) must be equipped with adequate means of containing the load while transporting the debris from the staging area.

**2.17 PURCHASE OF OTHER SERVICES**

While the County has listed all major services within the scope of the solicitation which are utilized by County department(s) in conjunction with its operations, there may be additional like services that must be added to the contract after award. Under these circumstances, a County representative will contact the bidder(s) and obtain a price quote for the additional like services. The county reserves the right to award these additional services to the contractor under this contract, or another commercial source, based on the lowest price quoted. If the bidder under this contract offers the lowest quotes, the award will be confirmed as an addendum to the contract award sheet and/or separate release or purchase order between the contractor and the County.

**SECTION 3 TECHNICAL SPECIFICATION  
Hauling and Disposal of Emergency Debris**

**3.1 SCOPE OF WORK**

The purpose of this solicitation is to pre-qualify bidders for hauling and disposing of a minimum of 5,000 cubic yards per day of emergency debris, resulting from any events that the County Mayor or his/her designee declares an emergency. The debris will be removed from the designated staging areas (see paragraph 3.2.1) to a fully permitted disposal facility(ies) designated by the bidder(s) that are not owned by Miami-Dade County. Under no circumstances will the Bidder(s) mix debris being disposed for others with debris being disposed under this contract. Emergency Debris shall include, but not limited to, the following categories:

- a) Trees and vegetation (including detached stumps)
- b) Burnables – miscellaneous lumber, paper, furniture, etc.
- c) Construction and demolition debris – miscellaneous concrete items, metal plaster, glass etc.
- d) White Goods – stoves, refrigerators, washers, dryers, water heaters, etc.
- e) Tires
- f) Mulch
- g) Ash from incineration of hurricane debris

**3.1.1 Objectives inherent within this contract are:**

- 1) Fast mobilization and high capacity of hauling debris
- 2) Environmentally acceptable disposal
- 3) Efficient hauling and disposal of emergency debris

The Bidder(s) shall furnish all labor, disposal fees and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such equipment shall be of a suitable type for the work activities shown in Section 2, Paragraph 2.5 A (1-4). All equipment shall be subject to the inspection and approval of the County's Project Manager.

Although this solicitation does not identify the specific equipment needed to perform the work, it is hereby understood and agreed that if, in the County's sole discretion, it is determined that additional equipment is required to haul a minimum of 5,000 cubic yards per day of emergency debris, the Bidder is obligated and must have the capability to secure whatever is necessary to successfully perform the work in as expeditious a manner as possible.

All equipment used to perform under this contract must be in compliance with all applicable federal, state, and local regulations. Any truck/trailer used to haul and dispose debris must be capable of rapidly dumping its load without the assistance of other equipment. Trucks and/or trailers must be equipped with some type of net or other material to cover the load and a tailgate that will effectively contain the debris during transport and that will permit the truck to be filled to capacity. All trucks must be pre-measured and marked for their cubic yard load capacity by the County Project Manager or designee.

**SECTION 3 TECHNICAL SPECIFICATION  
Hauling and Disposal of Emergency Debris**

**3.2 STAGING AREAS / DISPOSAL SITES****3.2.1 STAGING AREAS**

Throughout the County, there will be various designated staging area(s) where debris designated for disposal may be stored. Bidder(s) will be required to haul and dispose debris from any staging area(s). The County shall retain the option to activate whatever staging areas it deems appropriate, whenever it is deemed appropriate, consistent with the disaster. The County may also add or delete staging areas, at its sole discretion. The current County staging areas are as follows:

<b>NORTH:</b>
North Dade Landfill: 21500 NW 47 <sup>th</sup> Avenue
<b>CENTRAL:</b>
58 <sup>TH</sup> Street Landfill: Northwest 58 <sup>th</sup> Street and 92 <sup>nd</sup> Avenue
<b>SOUTH:</b>
Old South Dade Landfill: 23707 SW 97 <sup>th</sup> Avenue

Bidder(s) will not be permitted to commingle debris from any other source other than the County staging areas.

Bidder(s) shall be responsible for identifying all of their equipment and shall display a placard provided by Miami-Dade County, with their company's name, telephone number, the truck number, and the truck's cubic yard capacity clearly visible on the doors of each vehicle.

**3.2.2 STORAGE OF EQUIPMENT**

The Bidder(s) shall be responsible for locating areas not within the staging area sites where the Bidder's equipment may be stored, serviced, or repaired. No vehicle or equipment may be stored at the staging areas. Any vehicle or equipment stored at the staging area sites will be towed away at the Bidder's expense. No camping or overnight stays will be allowed within the staging areas.

**3.2.3 DISPOSAL FACILITY**

A disposal facility must be authorized by the Environmental Protection Agency (EPA) or delegated state or local authority to accepted solid waste.

The Bidder(s) shall transport all debris directly from the staging areas to fully permitted disposal facilities not owned by Miami-Dade County.

**3.3 LIMITATION OF OPERATIONS**

All Bidder(s) shall agree to be loaded at the staging areas (See Paragraph 3.2.1) from 6:00 A.M. to 7:00 P.M., Monday through Sunday. Bidder(s) must be available for emergency calls or service twenty-four (24) hours per day/ seven (7) days per week, 365 days per year. The County reserves the right to require 24-hour per day service, if deemed necessary, at the sole discretion of the County.



**SECTION 4 BID SUBMITTAL FORM**  
**Hauling and Disposal of Emergency Debris**

**Submit Bid To:**  
**CLERK OF THE BOARD**  
**Stephen P. Clark Center**  
**111 NW 1<sup>st</sup> Street**  
**17<sup>th</sup> Floor, Suite 202**  
**Miami, Florida 33128-1983**

**OPENING: 2:00 P.M.**  
**WEDNESDAY**  
**JANUARY 2, 2013**



**PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.**

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: hlr	ISD/PMS	Date Issued: 12/3/12	This Bid Submittal Consists of Pages 19 through 26+Affidavits
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Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Hauling and Disposal of Emergency Debris**

A Bid Deposit in the amount of **NA** of the total amount of the bid shall accompany all bids.  
A Performance Bond in the amount of **NA** of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 910-27, 962-39, 988-46, 990-30, 948-93, 968-88	
Procurement Contracting Officer      Herman Ramsey	

FIRM NAME \_\_\_\_\_

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.**

**FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.**

**BID SUBMITTAL FOR:  
Hauling and Disposal of Emergency Debris**

**FIRM NAME:** \_\_\_\_\_

<b>BIDDER'S GENERAL INFORMATION</b>	
Provide name of office staff that is capable of meeting the County's needs from 6:00 AM to 7:00 PM EST, Monday through Friday.	
<b>Contact Person:</b>	
<b>Company Name:</b>	
<b>Office Address:</b>	
<b>City/State/Zip Code:</b>	
<b>Telephone Number:</b>	
<b>Facsimile (Fax) Number:</b>	
<b>Emergency Telephone Number:</b>	
<b>E-Mail Address:</b>	
<b>Miami-Dade County General Hauler Permit No.:</b>	
This information is the bidder responsibility to keep current. Any changed information should be sent to the appropriate Contracting Officer in a signed written form i.e. e-mail or a firm's letterhead.	

**BID SUBMITTAL FOR:  
Hauling and Disposal of Emergency Debris**

**FIRM NAME:** \_\_\_\_\_

<b>BIDDER</b>		
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>CHECK</b>
Section 2 Paragraph 2.5 A	Check applicable categories below to indicate the related activity(ies) of having been an established, duly-licensed firm engaged in business anywhere in the United States within any one of the below activities for a minimum period of one year as of the date of bid submission.	
	Bulk hauling of debris, or fill	( )
	Construction involving land clearing	( )
	Demolition	( )
	Trash and garbage hauling	( )
	Please submit one of the following as proof of having been in business for a minimum of one year.	
	Copy of previous year's Local Business Tax Receipt (Occupational License) or occupational license certificate from the City or County where business is located.	( )
	Copy of previous year's tax returns	( )
Section 2 Paragraph 2.5 B	The Bidder must produce acceptable proof of ownership or long-term lease (12 months or more) of the equipment necessary to perform the work, with the capacity to move a minimum of 5,000 cubic yards of hurricane debris per day for the duration of the contract. The equipment list must have the make, model, year, and estimated cubic yard capacity that each piece of equipment is capable of hauling.	Check if equipment list, lease or title attached
	Equipment list	( )
Section 2 Paragraph 2.5 C	The Bidder must possess a General Hauler Permit pursuant to Section 15.17 of the Miami-Dade County Code. At a minimum, one vehicle must be permitted at the time of qualification. If the bid is activated in an emergency, then <u>all</u> vehicles used must comply with Section 15.17 of the Miami-Dade County Code.	
	Copy of General Hauler Permit with one vehicle permitted.	( )

**BID SUBMITTAL FOR:  
Hauling and Disposal of Emergency Debris**

**FIRM NAME:** \_\_\_\_\_

<b>BIDDER (CONTINUED)</b>		
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>CHECK</b>
Section 2 Paragraph 2.5 D	The Bidder must provide a list of at least three commercial or government accounts for which it has provided services in any of the activities shown in paragraph 2.5A within the past twelve months.	
	Company Name: _____ Contact Person: _____ Title: _____ Address: _____ Phone Number: _____ Email: _____ Project Start Date: _____ End Date: _____ Work Description: _____ _____ _____ _____ Company Name: _____ Contact Person: _____ Title: _____ Address: _____ Phone Number: _____ Email: _____ Project Start Date: _____ End Date: _____ Work Description: _____ _____ _____ _____	

**BID SUBMITTAL FOR:  
Hauling and Disposal of Emergency Debris**

**FIRM NAME:** \_\_\_\_\_

<b>BIDDER (CONTINUED)</b>		
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>CHECK</b>
Section 2 Paragraph 2.5 D	The Bidder must provide a list of at least three commercial or government accounts for which it has provided services in any of the classifications shown in paragraph 2.5A within the past twelve months.	
	Company Name: _____ Contact Person: _____ Title: _____ Address: _____ Phone Number: _____ Email: _____ Project Start Date: _____ End Date: _____ Work Description: _____ _____ _____ _____	
Section 2 Paragraph 2.5 E	The Bidder must provide signed letters of commitment from permitted disposal facilities not owned by Miami-Dade County in which the facilities commits to the contractor to accept up to 485,000 cubic yard of hurricane debris within a period of three months after an emergency event has been declared.	Check if signed letter.
	Signed letter of commitment	( )

Submittals packages shall contain the following		Check
1	Proof of being established for a minimum of one year	( )
2	Proof of equipment ownership and long term lease	( )
3	Copy of General Hauler Permit	( )
4	Completed Section 4: Bid Submittal Forms	( )
5	Three commercial or governmental references	( )
6	Signed commitment Letter	( )
7	Required Affidavits (Appendix)	( )

**SECTION 4  
BID SUBMITTAL FOR:**

**Hauling and Disposal of Emergency Debris**

**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS:** COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN  
CONNECTION WITH THIS BID

**Addendum #1, Dated** \_\_\_\_\_

**Addendum #2, Dated** \_\_\_\_\_

**Addendum #3, Dated** \_\_\_\_\_

**Addendum #4, Dated** \_\_\_\_\_

**Addendum #5, Dated** \_\_\_\_\_

**Addendum #6, Dated** \_\_\_\_\_

**Addendum #7, Dated** \_\_\_\_\_

**Addendum #8, Dated** \_\_\_\_\_

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**PART II:**

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_

**Bid Title:** Hauling and Disposal of Emergency Debris

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ Place a check mark here **only** if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: \_\_\_\_\_. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here **only** if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.

**LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION:** For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

☐ Place a check mark here **only** if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is \_\_\_\_\_.



**LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION:** A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

**COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program**

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_

- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ FEIN No. \_\_/\_\_/\_\_-\_\_/\_/\_/\_/\_/\_/\_

Prompt Payment Terms: \_\_\_\_% \_\_\_\_ days net \_\_\_\_ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: \_\_\_\_\_ (Signature of authorized agent)

**\*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."**

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**





# **APPENDIX**

## **AFFIDAVITS FORMAL BIDS**



Contract No. : \_\_\_\_\_ Federal Employer  
Identification Number (FEIN): \_\_\_\_\_

Contract Title: \_\_\_\_\_

1.	<b>Miami-Dade County Ownership Disclosure</b> Sec. 2-8.1 of the County Code	6.	<b>Miami-Dade County Vendor Obligation to County</b> Section 2-8.1 of the County Code
2.	<b>Miami-Dade County Employment Disclosure</b> County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7.	<b>Miami-Dade County Code of Business Ethics</b> Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3.	<b>Miami-Dade County Employment Drug-free Workplace Certification</b> Section 2-8.1.2(b) f the County Code	8.	<b>Miami-Dade County Family Leave</b> Article V of Chapter 11 of the County Code
4.	<b>Miami-Dade County Disability Non-Discrimination</b> Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9.	<b>Miami-Dade County Living Wage</b> Section 2-8.9 of the County Code
5.	<b>Miami-Dade County Debarment Disclosure</b> Section 10.38 of the County Code	10.	<b>Miami-Dade County Domestic Leave and Reporting</b> Article 8, Section 11A-60 11A-67 of the County Code

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Firm		Date
Address of Firm	State	Zip Code

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

**Subscribed and sworn to** (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_, 20\_\_\_\_.

by \_\_\_\_\_ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
 Print or Stamp of Notary Public                      Expiration Date                      Notary Public Seal

**In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15**

[illegible]

Signature

Date \_\_\_\_\_

**BID NO.: 9360-1/23**

## ATTACHMENT A

## Required Contract Provisions Federal-Aid Construction Contracts

- I. [General](#)
- II. [Nondiscrimination](#)
- III. [Nonsegregated Facilities](#)
- IV. [Payment of Predetermined Minimum Wage](#)
- V. [Statements and Payrolls](#)
- VI. [Record of Materials, Supplies, and Labor](#)
- VII. [Subletting or Assigning the Contract](#)
- VIII. [Safety: Accident Prevention](#)
- IX. [False Statements Concerning Highway Projects](#)
- X. [Implementation of Clean Air Act and Federal Water Pollution Control Act](#)
- XI. [Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion](#)
- XII. [Certification Regarding Use of Contract Funds for Lobbying](#)

### Attachments

- A. [Employment Preference for Appalachian Contracts \(included in Appalachian contracts only\)](#)

#### I. **GENERAL**

- 1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4, and 7;  
Section V, paragraphs 1 and 2a through 2g.

- 5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
- 6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

## II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will

be reviewed and explained. The meetings will be conducted by the EEO Officer.

- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- 4     **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

- 5     **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.



- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

## **6 Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

## **7 Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

- b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8 **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9 **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

- a. The records kept by the contractor shall document the following:

1. The number of minority and non-minority group members and women employed in each work classification on the project;
  2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
  3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
  4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### **III. NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### **PAYMENT OF PREDETERMINED MINIMUM WAGE**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

## **1. General:**

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics.

The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## **2. Classification:**

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  2. the additional classification is utilized in the area by the construction industry;
  3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

### **3. Payment of Fringe Benefits:**

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The

Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

- A. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- B. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- C. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- D. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable

predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- A. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- B. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- C. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- D. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

## **5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

## **6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

## **8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.



## **9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## **VI. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### **1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### **2. Payrolls and Payroll Records:**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name and the last four digits of the social security number, for each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - 1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  - 2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
  - 3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VII. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
  - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### **VIII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
  - c. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
  - d. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
  - e. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve

the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

**X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed there under.
4. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
5. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

**XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

**1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause.

The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

### **1. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.



2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

#### **VIII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



United States Department of Transportation - Federal Highway Administration - Infrastructure